

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:) Case No. 18-10472-KHK
BLUE RIDGE ARSENAL, INC.,) Chapter 11
Debtor.)

)

**STIPULATION AND ORDER EXTENDING DEBTOR'S
USE OF CASH COLLATERAL AND GRANT OF ADEQUATE PROTECTION**

Blue Ridge Arsenal, Inc. (the "Debtor") and Access National Bank ("Access") (collectively, the "Parties"), by their respective undersigned counsel, represent and agree as follows:

1. On February 9, 2018, the Debtor commenced this Chapter 11 case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtor remains in possession and control of its business and assets pursuant to 11 U.S.C. § 1107 and no unsecured creditors' committee has been formed or appointed in this case.

2. On May 7, 2018, the Parties filed a *Joint Motion for Approval of Stipulation and Order Authorizing Debtor's Use of Cash Collateral and for Adequate Protection* (Docket No. 70) (the "Cash Collateral Motion"), seeking entry of an agreed *Stipulation and Order* prescribing the terms and conditions under which the Debtor would be authorized to use Access's cash collateral.

3. On May 31, 2018, the Court granted the *Cash Collateral Motion* and entered that certain *Stipulation and Order Authorizing Debtor's Use of Cash Collateral and for Adequate Protection* (Docket No. 76) (the "Stipulation and Order"), approving Debtor's use of Cash

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Collateral (as that term is defined in the *Stipulation and Order*) from the Petition Date through and including August 31, 2018 (the “Initial Termination Deadline”), with further extension permitted “upon written agreement on terms substantially similar to those stated” in the *Stipulation and Order*.

4. The Parties have reached an agreement to extend the term of the *Stipulation and Order* through and including September 30, 2018, on the same terms and conditions specified in the *Stipulation and Order*, in the amounts and for the purposes identified in the budget attached to said *Stipulation and Order*.

5. Based upon the terms and conditions of the *Stipulation and Order*, no notice or hearing is required to extend the terms for Debtor’s use of Cash Collateral, but the Parties wish to memorialize their agreement to extend through an order of this Court.

Based upon the foregoing stipulations of the Parties, which are incorporated by reference herein, it is therefore:

ORDERED that the terms and conditions of the *Stipulation and Order* are hereby extended through and including September 30, 2018, so that Debtor may continue to use Cash Collateral on the same terms and conditions specified in the *Stipulation and Order*.

DATED: Sep 8 2018

WE ASK FOR THIS:

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Copies to counsel indicated above.

/s/ Klinette H. Kindred
The Honorable Klinette H. Kindred
United States Bankruptcy Judge
Entered on Docket: September 10, 2018

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